

State of New Hampshire
Division of Plant and Property Management
Bureau of Purchase and Property, Room 102
25 Capitol Street, State House Annex
Concord, N.H. 03301-6398

Date: On or Before August 16, 2004
Proposal No.: 84
Date of Proposal Opening: Sept. 23, 2004
Time of RFP Opening: 2:00 P.M.

PLEASE DIRECT ANY QUESTIONS REGARDING THIS PROPOSAL TO: ROBERT LAWSON
TEL NO. 603-271-3147

PROPOSAL FOR: STATEWIDE PAGING SERVICES

Unless specifically deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Proposal and any resulting Contract.

GENERAL TERMS AND CONDITIONS FOR SERVICES

NATURE OF PROPOSAL AND ELIGIBILITY TO BID. The proposal is submitted in accordance with Chapter 21-I and Chapter 8, and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid proposal may be withdrawn is solely at the discretion of the Director of Plant and Property Management. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five days of the date of the bid opening, and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

Proposals may be issued only by the Division of Plant and Property Management to authorized vendors and are not transferable.

BIDS. Bids must be received at the Division of Plant and Property Management before the date and time specified for the opening. Bids must be made on the official bid proposal and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Exercise Tax and no charge for handling. Bids that are not complete or unsigned will not be considered.

Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS: Vendors must bid as specified. Any proposed changes must be detailed in writing and received at the Division of Plant and Property Management at least five (5) days prior to bid opening. Vendors shall be notified in writing if any changes to bid specifications are made. Verbal agreements or instructions from any source are not authorized.

AWARD: The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted in the proposal. Unless otherwise noted in the proposal, the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension the unit price will prevail.

When identical low bids are received with respect to price, award will be made by drawn lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

INVOICING. All invoices must be in triplicate showing Contract Number, Unit and Extension Prices and discounts allowed.

PATENT INFRINGEMENT. Any bidder who has reason to believe that any other bidder will violate a patent should such bidder be awarded the contract shall set forth in writing, prior to the date and time of bid opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which affect the price of services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. The Division of Plant and Property Management, as the delegated enforcement agency of RSA 21-I:14, VIII for the Commissioner's Office, shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the standards set forth in Attachment O, Circular No. A-102, paragraphs 7,8 and 9 of the Federal Procurement Standards.

TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

SPECIFICATION COMPLIANCE. The vendor may be required to supply proof of compliance with the bid specifications. When requested, the vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the Vendor.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the services indicated in the following page(s) of this Proposal at the price(s) quoted in complete accordance with all conditions of this Proposal.

Bidder: _____

Address: _____

Tel. #. _____

By: _____

**THIS BID MUST BE SIGNED BY A PERSON
AUTHORIZED TO LEGALLY BIND THE BIDDER**

TYPE OR PRINT NAME

GLOSSARY OF TERMS

The following terms and abbreviations as defined below, shall be used throughout this document.

Numeric Pager: A device that will display a call back telephone number on a digital display. A compact unit with fifteen (15) call capability and a visual display of a numeric message and source identifier.

Alphanumeric Pager: A device that will display actual word messages across a display screen. A compact unit which provides a complete personal message center, retaining a minimum of fifteen (15) call messages and a visual display of a numeric message and source identifier.

Hardware: All components of the system that are the physical makeup of the system including the pagers, keyboards, combined alphanumeric paging, two-way radio, and cellular telephone, etc.

Software: All components of the system, other than hardware, which are programs that reside in memory, and are needed for remote access to the paging system via State owned personal computers.

1.0 GENERAL INSTRUCTIONS

1.1 PURPOSE

The purpose of this Request for Bid (RFB) is to establish a contract(s) for Paging Services at the most competitive and reasonable cost to all Departments and Agencies of the State of New Hampshire, including Constitutional Offices, the Legislature and Judiciary (hereafter referred to as "the State").

The successful Vendor must be capable of providing all materials, equipment, labor, and transportation necessary, as described herein, to provide Numeric and Alphanumeric paging system services.

Any resulting Contract shall be for general Agency use

1.2 PROCURING AGENCY

This RFB has been issued for the State of New Hampshire by the Department of Administrative Services, Division of Plant and Property Management's, Bureau of Purchase and Property (BPP), which is the sole point of contact for the State during the selection process. Any and all contract(s) resulting from this RFB will be administered by the BPP.

1.3 ELIGIBLE PARTICIPANTS

Other entities that are eligible to utilize the contracts resulting from this RFB are: counties, cities, towns, school districts, special districts or precincts, governmental sub-divisions, any non-profit Agency certified under the provisions of section 501(C)(3) of the Federal Internal Revenue Code, and the NH College and University Council as provided by RSA 21:1:17. The State shall not be liable for any breach of contract by these entities. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established purchasing procedures.

1.4 TERM OF CONTRACT

The term of the contract shall be from the date of award through January 1, 2008, a period of approximately 36 months. The term of the contract may be extended for successive twelve (12) month periods for a maximum of 24 additional months. The terms and conditions shall remain the same as indicated herein.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful bidder a thirty-day (30) written notice.

This RFB is restricted to qualified vendors who can provide service, equipment and coverage to the State that are specified in this RFB.

1.5 OFFERS

Vendors shall propose complete turn-key services, inclusive of all items within this RFB. The price structure bid by the successful bidder shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. Vendor may offer additional discounts (i.e. quantity discounts, special promotions, etc.) during the term of the contract.

1.6 COMPATIBLE SERVICES

It is the intent of the State to replicate all existing services with improved technology providing enhanced services. Vendors may propose services alone or as a consortium, with one primary vendor acting as a general contractor for others resulting in a single point of contact for the State.

1.7 RFB INQUIRIES

All inquiries concerning this RFB and the Procurement Schedule must be submitted in writing, citing the RFB Number, Page, Section and Paragraph in question to, Robert Lawson, Bureau of Purchase and Property.

Questions shall be submitted by E-mail to the following addresses: bob.lawson@nh.gov

Please take the time to read the RFB carefully before submitting questions and make your questions as clear as possible. Reference the Section of the RFB in Question.

1.7.1 Question Submission

An individual authorized to commit the vendor organization must submit questions.

1.7.2 Identify Question Source

Question submissions must clearly identify the vendor's name, address, name of the person submitting the question, E-mail address and telephone number. It is the sole responsibility of the vendor to verify receipt of submissions via a confirmation call to 603-271-3147. The State shall not be held responsible for technical malfunctions or other hindrances limiting the receipt of communications.

1.7.3 Written Responses

The State assumes no responsibility for any understanding or representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such understanding or representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of this RFB unless confirmed in writing. Any information provided by the vendor verbally shall not be considered part of that vendor's RFB response.

1.7.4 Inquiry Due Dates

Final inquiries must be received no later than the date specified in Section 1.19: SCHEDULE OF EVENTS. Inquiries received after this date and time will be addressed only if they are deemed by the State to be critical to the competitive selection process. An official written answer will be provided to all questions meeting these requirements.

1.8 RFB AMENDMENTS

If for any reason, the State finds it necessary to amend this RFB, addenda will be released on a State web site at <http://admin.state.nh.us/purchasing/bids.asp>. Addenda will be clearly marked as such and will be serially numbered. Failure of any vendor to receive an addendum or the notification of all addenda numbers shall not relieve such vendor from any obligation under the RFB or obligate the State in any way. All addenda so issued shall become part of this RFB. No one is authorized to amend this RFB by oral communication. It is recommended that vendors contact the Bureau of Purchase and Property to confirm all addenda to this RFB in a sufficient time period to allow changes to their final proposal. No one other than the contracting agency has the authority to amend this RFB.

1.9 PROPOSAL INSTRUCTIONS

The State encourages free and open competition among vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with the State's needs and guidelines. The vendor's signature on the P-31 Bid form submitted in response to this RFB guarantees that the prices quoted have been established without collusion with other competitive vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

Specifications required by the RFB are detailed in Section 3: Vendor Performance Requirements. In responding to the RFB, the vendor shall address all requirements for information, and frame their proposal in the format outlined in Section 5: Proposal Format/Guidelines.

1.10 PROPOSAL SUBMISSION

Vendor RFB response **MUST** conform to the following criteria to be considered for award.

- All responses must be delivered in sealed packages, and be permanently marked showing the following information on the outside of the package:

Vendor's Name and Address
RFB Number
BID Due Date

"SEALED BID"
STATEWIDE CONTRACT FOR PAGING SERVICES

- The "**ORIGINAL**" RFB submission must be **clearly and permanently** marked "**ORIGINAL**" on the cover.
- Vendor "**ORIGINAL**" submission must include in the following order:
 - Copy of Addenda (if any issued) in numerical sequence, completed and signed.
 - The Original RFB with completed and signed P-31 (Page1).
 - Vendor's Response to RFB including all ATTACHMENTS.
- Vendors must also submit one (1) identical "**COPY**" of the response which must be **clearly and permanently** marked "**COPY**" on the front. The "**COPY**" need not include the Addenda or the RFB.
- The response package must be delivered to the following address. Any package delivered to any other location of the State will not be honored as received.

**Bureau of Purchase and Property
C/o Robert Lawson
State House Annex, Room 102
25 Capitol Street
Concord, NH 03301
(603) 271-3147**

All responses must be received in the Bureau of Purchase and Property on or before the Vendor Bid Due Date stated in **Section 1.19, SCHEDULE OF EVENTS**. Vendors mailing their responses must allow for sufficient time for delivery by the deadline. Bids received later than the specified date and time, in the Bureau of Purchase and Property, will not be considered.

For Vendors wishing to attend the RFB Opening: Only the names of the Vendors submitting responses will be made public. Specific response information will not be released.

1.11 PRINTED COPY PROPOSAL

Only responses on printed copy shall be accepted. The complete RFB must be returned intact with signature and all Attachments, Appendixes and Sections.

1.12 TERMS OF SUBMISSION

All material received in response to this RFB shall become the property of the State and will not be returned to the vendor. Regardless of the vendor selected, the State reserves the right to use any information presented in a proposal. The content of each vendor's proposal shall become public information once a contract has been awarded. All Bids shall remain valid for a period of 90 days from the Bid due date.

1.13 VENDOR RESPONSIBILITY

The successful vendor shall be solely responsible for meeting all terms and conditions specified in the RFB, their proposal, and any resulting contract. Any subcontracted vendor shall be approved by the State prior to commencement of work.

1.14 AWARD OF CONTRACT

The RFB shall be awarded to a Primary and Secondary Contractor based on the lowest cost of services from qualified vendors as noted in Exhibit B Price, Monthly Service Price Table "Total Monthly Cost". It is the intention of the State to issue a contract based on this RFB, however, the RFB shall not commit the State to award a contract. A contract will be awarded to a vendor based upon the specifications and rules contained herein. The RFB, any addenda, and the proposal of the successful Vendor shall be incorporated into and form the basis of a written contract with the State.

1.15 CANCELLATION OF RFB

The State reserves the right to cancel this solicitation at any time prior to contract award, in which case all responses will be rejected.

1.16 LIABILITY

The State shall not be held liable for any costs incurred by the vendor in the preparation of their proposal, or for work performed prior to contract issuance.

1.17 INSURANCE

Vendor must obtain and maintain throughout the duration of any resulting contract, insurance meeting the requirements defined in ATTACHMENT 5, CERTIFICATE OF INSURANCE. Vendor shall provide to the State, current Certificates of Insurance throughout the duration of any resulting contract.

1.18 NON-COMMITMENT

The solicitation of the RFB shall not commit the State to award a contract. The State reserves the right to cancel this solicitation at any time prior to contract award, in which case all responses will be rejected.

1.19 SCHEDULE OF EVENTS

EVENTS	DATE	TIME
RFB released to vendors	On or About 08/16/2004	
Vendor Inquiry Period begins	08/16/2004	
Vendor Questions Due	09/2/2004	4:00 P.M
Vendor Inquiry Period ends (final inquiries due)	09/2/2004	4:00 P.M.
Final State responses to vendor inquiries	09/8/2004	
Final date for proposal submission	09/23/2004	2:00 P.M.
Bid evaluation completed	10/7/2004	
Vendor notification of selection for contract	10/14/2004	
Latest date of pagers distributed to users	12/27/2004	
All services tested and fully functional	01/02/2004	

1.20 GENERAL VENDOR ELIGIBILITY REQUIREMENTS

In order to submit a response to this RFB, the vendor must provide all proposed services via its own communications network facilities, the cooperative use of a subcontractor's network facilities or the resale of another provider's network facilities while operating as a licensed provider. The State may consider proposals from vendors who are "sales agents" of a service provider or whose primary business is the traditional "reselling" or "aggregation" of another service provider's services.

In order to be eligible, vendors must have a thorough background in the paging industry, and have supplied similar services to customers of similar size requirements as those of the State, for a period of not fewer than three years.

Vendors must have and retain throughout the duration of the contract, all licenses, registrations and permits required by Federal, State or local laws for performance of this contract prior to the award of contract, and maintain such throughout the duration of the contract. In addition, all vendor manufacturer and industry certifications must be kept current, with personnel maintaining training updates as required for certification.

It is the sole responsibility of the vendor to furnish the State with sufficient documentation to determine the capabilities of the vendor and their ability to provide the services as defined.

1.21 VENDOR CERTIFICATIONS

All Vendors must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION. Vendors must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee):

www.admin.state.nh.us/purchasing/bids.asp

NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nh.gov/sos/corporate>.

1.22 BID DISCLOSURE

RSA 21-I:13-a, II- (1988) provides, in part, that no information shall be made available to the public concerning invitations or Bids for public bids from the time the Bid is made public until a contract is actually awarded, in order to protect the integrity of the public bidding process. Accordingly, the Bureau of Purchase and Property has determined that information contained in Bids submitted to this or any subsequent RFB issued by the Bureau of Purchase and Property for Paging Services shall not be released to the public or to other persons identified in RSA 21-1:13-a, II, until the Bureau of Purchase and Property awards a contract. At that time all Bids will be disclosed to the public to the extent required by the statutes governing access to public records and meeting (the "Right to Know" law), RSA Ch. 91-A.

1.23 BID DISCLOSURE EXEMPTION

If a vendor wishes to submit information it believes to fall within an exemption from the disclosure requirements of the Right to Know Law, RSA Ch. 91-A, the vendor must clearly mark each page of its Bid containing such information. A designation by the vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure.

1.24 PURCHASE OUTSIDE OF CONTRACT

The State reserves the right to purchase product outside of the awarded contract where it is deemed appropriate by the State.

1.25 RESTRICTION OF CONTACT WITH STATE EMPLOYEES

From the date of release of this RFB until an award is made and announced regarding the selection of a Vendor, all contacts with personnel employed by or under contract with the State, and associated with the BPP, must be approved by the Purchasing Agent listed in Section 1.6; RFB INQUIRIES. State employees have been directed not to hold conferences and/or discussions concerning this RFB with any Vendor during the selection process, unless otherwise authorized by the Purchasing Agent.

1.26 NEWS RELEASES

Public announcements or news releases pertaining to this contract must not be made without prior written approval of the State.

2 CURRENT NETWORK SITUATION**2.1 INCUMBENT SERVICE PROVIDERS**

The State of New Hampshire currently receives paging services from two vendors, Arch Wireless and Ucom Paging.

2.2 CURRENT SERVICES

Currently State agencies use a combination of leased pagers based upon the best access for employees at multiple geographic locations. The State is requesting complete replacement of all devices. Contractor bid shall include all pagers and equipment necessary to replace services at all locations throughout the geographic area of New Hampshire.

2.3 CURRENT USAGE

Total costs per fiscal year (July 1 through June 30) for all services are noted in the table below.

FY	Cost
2002	\$ 196,299.97
2003	\$ 176,456.33
2004	\$ 163,104.09

3 VENDOR PERFORMANCE REQUIREMENTS**3.1 COVERAGE**

The Vendor must be able to demonstrate that their respective wireless communications system will cover the geographic areas as described herein. The contractor shall maintain an adequate amount of equipment and ancillary devices to ensure that the system provides at a minimum of 90% coverage, 95% of the time for the entire geographic area of New Hampshire. Vendors must provide a coverage map in ATTACHMENT 4 of the bid response.

Vendor service must insure penetration at the New Hampshire Hospital Grounds within the APS Building on 36 Clinton St., Concord. The Vendor must insure 95% coverage 95% of the time within all areas of the building.

Additional national coverage must be available. Service areas shall include 90% of the entire geographic area of the State of New Hampshire and major metropolitan areas of the United States. Vendors must provide a national coverage map in ATTACHMENT 4 of the bid response.

3.2 LICENSES

The Vendor must currently hold and retain throughout the duration of the contract, all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission. The vendor must file with the appropriate regulatory body, any tariff, amendments, or special contract offerings to ensure that the required terms and conditions of this RFB are met. The Vendor shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

3.3 INCUMBENT SERVICES

The Vendor must coordinate the transfer of services using State owned equipment with incumbent service providers insuring that the State is not without service for any period of time during transfer of services.

3.4 TRANSFER OF FUTURE SERVICES

Any resulting contract shall remain in effect for a period of up to 90 days beyond the contract termination date. This period of time will be utilized by the State, or responsible replacement contractor, for the installation of replacement services. During this period the State may request the removal of services on a single device or billing address basis. Billing for all such services shall be prorated per the State defined disconnection date. The incumbent Vendor must work with the State and the new Vendor(s) to insure service is transferred between Vendors with a minimum of service interruption. The Vendor must fully cooperate with the new Vendor(s) during the transition of services.

3.5 PAGING ACCESS

Vendor services shall be available via telephone dial-up, paging keyboard and Internet web site origination:

3.5.1 Telephone Dial-up

Service must allow users to call a telephone number and, via DTMF dialing, leave a call-back number for a paged party. Call shall be toll free to the originator and available anywhere in New England.

3.5.2 Paging Keyboard

Vendor services must allow the origination of messages via a specialized Paging Keyboard. Keyboard messages must allow Text and Numeric message transmission, allowing call access to all pagers. The number dialed by the Paging Keyboard must be a toll free line, available anywhere in New Hampshire. The Vendor shall install and program all paging keyboards as required by the State. Existing paging keyboards shall be replaced with the awarded contractor's paging keyboard and all current paging lists and settings shall be transferred by the contractor from the existing keyboard to the awarded contractor's replacement paging keyboard and updated to insure operation with newly contracted services. The contractor shall provide training, technical support and on site assistance for paging keyboard use and programming to any requesting State office.

3.5.3 Internet Access

Vendor services must include access to a specified web site, simulating the Paging Keyboard operation through a PC via Internet connectivity and Internet browser.

3.6 EQUIPMENT

Vendor shall provide all pagers and equipment of new or like new condition. Vendor shall retain ownership of all equipment throughout the duration of any resulting contract. The State shall be responsible for one time payment of lost equipment. Vendor must note the cost of lost equipment in Exhibit B.

3.6.1 Pagers

Vendors must provide Numeric and Alphanumeric Paging services. Numeric services shall use devices that display a call back telephone number on a digital readout. Devices shall be compact units with a minimum retention capability of fifteen (15) messages including source identifier. Alphanumeric services must include all of the above and provide a brief text message to the caller that may or may not include a telephone number. Acceptable pager is a Motorola Advisor or similar device.

Pagers shall be provided with the appropriate power cords, battery, battery charger (when rechargeable batteries are available), belt holsters, user manual and any manufacturer recommended equipment.

3.6.2 Paging Keyboard

The vendor must offer a message origination device that will be used to generate messages via telephone line transmission. Acceptable devices are the Motorola Alphamate 250 and Canamex Communications Corporation Quicktel Quickpager or similar devices.

Paging Keyboards shall be provided with the appropriate power cords, power supply, interface, user manual and any manufacturer recommended equipment.

3.7 EQUIPMENT WARRANTY

Vendor shall warrantee all equipment and services to be free of defects and fully functional for the contracted application.

3.8 PAGE DELIVERY

Delivery time for pages shall not exceed three (3) minutes.

3.9 NUMBER OF PAGES

The vendor shall allow up to 500 pages per month per pager at no additional cost to the State.

3.10 GROUP CALLS AND ADDITIONAL NUMBERS

The contractor shall allow an average minimum of 500 pages per month per pager (minimum 100 characters per page for text messaging). Additional charges shall be based only on an aggregation of page counts for a given billing account. (i.e. for a total of 100 in service pagers the account would have to exceed a total of 50,000 total pages in a month to incur additional charges.)

3.11 ADDITION AND REMOVAL OF USERS

Users may be added to or removed from service at any time during the contract, with a maximum requirement of a 30-day or one calendar month activation period.

3.12 ORDERING PROCEDURE

The vendor shall provide a representative(s) to work with each State Agency to replace existing pagers. The representative shall meet with each agency to determine needs for replacement equipment, and accept direct orders from each agency. Agencies shall place orders in person, by telephone, or e-mail direct to contractor. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

3.13 DELIVERY**3.13.1 Delivery and Operation**

All replacement pagers must be delivered and fully operational on or before December 27, 2004. Any pager ordered after this date shall be delivered fully operational within five (5) business days

of State order. The Vendor shall be responsible to furnish or cause to be furnished the delivery of all, equipment, materials and supplies necessary to operate the proposed services.

3.13.2 FOB Destination

The contractor shall pay all transportation costs for new equipment (including pagers, belt clips and associated items), equipment returned due to failure, unsatisfactory operation or cancellation. Delivery shall be made FOB destination for any order. All orders are to be shipped prepaid at the Vendor's expense. No shipping charges must be invoiced to the State by an outside carrier. Shipments must be properly packaged to meet accepted commercial standards, which will prevent damage or contamination, without extra charge to the State.

3.14 RETURNS

Return Authorization credits will be provided without penalty for any item inclusive of service cancellation and replacement pagers or related equipment contained in this RFB.

3.15 EARLY TERMINATION

In the event of early termination of this agreement, for any reason, the Administrator of the BPP will notify the vendor by written notice thirty (30) days prior to the formal termination of said contract.

3.16 PRICE NOTIFICATION

During the contract period, the vendor is required to invoice the State according to the pricing submitted in their response to this RFB. Any future cost decreases shall be passed on to the State within the billing cycle immediately following that cost decrease.

The successful vendor may offer additional discounts such as: quantity discounts, percent off or cash discounts for early payment, educational, special promotions, and sale pricing, etc. All such discounts must be made available to all State Agencies when offered.

The State requires that an up to date price list, reflecting State pricing, be available via e-mail or fax upon request from any eligible entity. All state agencies should have access to this pricing and it must be maintained current.

3.17 AUDITS AND ACCOUNTING

The successful bidder shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

3.18 PROBLEM RESOLUTION

The Vendor must have a single contact person, available during normal State working hours, for the resolution of problems. The contact person must be someone with authority to get more difficult problems resolved.

The State will designate a Contract Administrator who will work with the vendor to resolve problems that cannot be resolved by the agency end-users.

The Contract Administrator may impose a moratorium on a Vendor's contract pending resolution of any controversy that arises regarding services to be provided pursuant to this contract or take other action deemed necessary.

If, at any time during this contract, there is a failure to perform services, deliver goods or perform any other term and condition of this agreement, the Contract Administrator will give written notice to the Vendor allowing no more than thirty (30) days to remedy any problem. If the Vendor has not corrected the problem the State may terminate contracts.

3.19 REPAIR AND INSTALLATION SERVICES

3.19.1 Service Repair

The Vendor shall make service available via toll free telephone calling 24 hours per day, seven (7) days per week. Personnel must be knowledgeable of the contract services and devices as configured for the State. The Vendor shall be responsible to implement appropriate maintenance.

The Vendor shall have in his employ a sufficient number of trained personnel to ensure that emergency calls shall be answered promptly, 24 hours a day, with repairs being initiated no later than two hours after trouble calls are received.

3.19.2 Equipment Replacement

Vendor shall provide replacement pagers and associated equipment within two State business days of report of defective equipment by the State.

3.20 CUSTOMER SUPPORT SERVICES

The successful vendor must provide complete customer support inclusive of the following:

3.20.1 Account Management

The Vendor must provide a single point of contact for the State or its representative.

3.20.2 Account Team Access

Vendor must provide telephone, facsimile, and Internet e-mail access to each individual on the Vendor account team. General toll free numbers must be provided for telephone and facsimile services on a statewide basis.

3.20.3 Billing Support

The Vendor shall assign a dedicated financial representative to the State account who will cooperate with the State to resolve billing, call detail, equipment programming, data discrepancies and all other aspects of the contract. The Vendor shall be capable of receiving electronic payments from the State.

If a Vendor subcontracts any or all of the products and/or services covered by this agreement, the Vendor must be the central point of contact for all matters of ordering, billing, invoicing, and delivery. Use of a subcontractor in no way releases the selected Vendor of any responsibility. Bills and invoices for products and services must be issued by and payable to the Vendor receiving this contract. Questions related to billing or delivery will be handled promptly by the Vendor and not the Vendor's subcontractor(s).

3.21 TECHNOLOGY UPDATES

It is recognized that technology will change during the term of the contract. The Vendor is invited to propose additional or alternate offerings. These services may be added at any time as the balance of Vendor service product line.

The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Vendor may not impose any charges for a given service when the State discontinues one service for the replacement of another while remaining a customer of that same Vendor. The Vendor shall continue the availability of all services and technologies unless otherwise directed by the State.

3.22 CONFIDENTIAL INFORMATION

The Vendor agrees that all discussions or information gained during an engagement shall be considered confidential and that no information gathered by the Vendor shall be released without prior consent of the State.

3.23 INVOICING AND REPORTING REQUIREMENTS

Invoices and reports are required throughout the duration of any resulting contract. Failure to provide these reports completed properly and in a timely manner will be considered an event of default and may lead to contract termination.

3.23.1 Quarterly Reports

Throughout the term of the contract, the successful Vendor must provide a Quarterly Report to the Bureau of Purchase and Property detailing by Agency, an itemized list of the equipment and services being provided and their associated costs. The State reserves the right to change or modify the information requested in these reports, as it deems necessary.

Quarterly reports must be on electronic PC format with all files in Open DataBase Compliant (ODBC) ASCII flat files.

Each Quarterly Report shall be due by the 20th of April, July, October and January of each calendar year for the previous three-month period of service.

3.23.2 Invoicing Services

Invoicing Services shall consist of the costing of all Vendor-provided services. Vendor shall detail all charges and provide extended definitions of itemized charges. Bulk charges shall be rejected by the State. A separate invoice shall be submitted for each requesting office.

Invoices shall be submitted on a monthly basis, inclusive of the first day of the month to the last day of the month in which the services have been performed.

Monthly costs shall be pro-rated based on the number of days in service, divided by the number of days in the billing month times the monthly cost.

3.23.3 Account Balances

Records of payments, credits and balances shall be maintained by the Vendor for all Services.

3.23.4 Accuracy of Invoices

State RSA 21-I:8(c) requires vendor charges "are just and proper claims against the State and within appropriations provided by statute." Vendor shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Paper records and electronic formats must reflect same call detail, same record count, same call and service cost and same content. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the vendor.

3.23.5 Invoice Details

All monthly reports and invoices must include detailed reports for every Vendor billable item, inclusive of quantity, description, cost per item and total cost per quantity of items.

3.23.6 Invoice Delivery Timeframe

Invoices shall be forwarded to the State within 20 days of receipt of services. The State shall not be held liable for service performed prior to 90 days of receipt of properly filed invoices and supporting information.

3.23.7 Invoice Corrections

The Vendor shall provide within five (5) working days, any corrective data requested by the State. This shall include replacement data files, corrective information on balances and credits owed the State and any other change of service information required for bill back to agencies by the State.

3.24 NETWORK SECURITY

The Vendor must maintain network security at all times, disallowing network facility access by unauthorized users. For security purposes, the State may disallow any Contractor employee access to State facilities at any time.

3.25 ENFORCEMENT

Failure of State at any time to require strict performance of any provision of any futures contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

4 STAFFING

Both the State and the vendor shall provide a contract manager and associated staffing for the administration of any resulting contract.

4.1 PRIMARY STATE CONTACT

The contracting officer and primary contact for the State shall be:

Robert Lawson
Bureau of Purchase and Property
State House Annex – Room 102
25 Capitol Street
Concord, NH 03301
Telephone No. 603-271-3147
Fax No.: 603-271-2700
E-Mail: bob.lawson@nh.gov

The State may at any time designate an alternate contracting officer or delegate responsibilities among additional employees.

4.2 PRIMARY VENDOR CONTACTS

Vendor must provide a primary contracting officer for all services provided to the State.

4.3 STATUS OF VENDOR EMPLOYEES AND SUBCONTRACTORS

Vendor employees and subcontractors shall in all respects be independent of the State and in no way considered employees of the State.

4.4 VENDOR EMPLOYEE REASSIGNMENT

The State reserves the right to require the vendor to train, counsel or reassign any personnel (including subcontractors) whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the vendor services.

4.5 PICTURE ID

Vendor shall provide employee picture ID badges including the company name and company contact telephone number for each employee servicing the State account. The ID shall be worn by all vendor employees while servicing the State. The State shall retain the right to disallow service and site access to any employee not displaying an ID badge. All costs or acquiring badges shall be solely borne by the vendor.

5 PROPOSAL FORMAT/GUIDELINES

The vendor shall respond to this Bid according to the format and sequence specified below.

5.1 P-31 BID PAGE AND COMPLETE REQUEST FOR BID

Vendor must provide a complete copy of the original Bid request as verification of acceptance of all terms and conditions of the Bid. Vendor must complete the P-31 Bid Page, signed by an Officer authorized to bind the Vendor as specified in the Bid. By signing the P-31, the Vendor is also agreeing with the General Terms and Conditions of the P-31 and additional provisions defined in this Bid.

5.2 EXHIBIT B PROPOSAL PRICING

Proposal Pricing must be submitted according to the requirements presented in Exhibit B Price.

5.3 ATTACHMENT 1 BALANCE OF PRODUCT LINE

Vendor must provide as ATTACHMENT 1, a clear and concise definition of services offered as existing Balance of Product Line items that are being included in the Exhibit B Price, Balance of Product Line table.

5.4 ATTACHMENT 2 EXPERIENCE AND REFERENCES

The vendor must prove a minimum of three (3) years experience supplying paging services that are similar in scope to the service described in this Bid. Vendors must provide a minimum of three currently contracted satisfied customers of similar size as the perspective State account. Provide the following information in ATTACHMENT 2.

- Reference Company Name;
- Reference Contact Name and Title;
- Reference Address;
- Reference Telephone Number
- Reference E-mail address;
- Contract start date and finish date.
- Description of service

5.5 ATTACHMENT 3 VENDOR EQUIPMENT

List all user equipment (manufacturer and model) associated with proposed service. Provide manufacturer product specification sheets as evidence to meeting section 3.6 EQUIPMENT requirements.

5.6 ATTACHMENT 4 COVERAGE MAPS

The Vendor shall provide as ATTACHMENT 4, coverage maps as described below:

- Paging coverage area map for New Hampshire;
- Nationwide Paging coverage area map.

5.7 ATTACHMENT 5, CERTIFICATE OF INSURANCE

Vendors must provide a Certificate of Insurance meeting the requirements of ATTACHMENT 5 prior to contract.

EXHIBIT B PRICE

The State shall not purchase equipment as a result of this RFB. All costs shall be incurred on a per month, per device basis. No one-time fee shall be allowed for equipment or service. Services shall include 500 pages per pager per month in the stated monthly cost.

Vendor shall bid services using the tables in Exhibit B. Costs shall be all inclusive.

The costs listed herein are the only costs to be charged the State throughout the duration of any resulting contract. Only costs as labeled shall be assessed to the State. Charges incurred as a result of doing business, a result of governing body legislation (inclusive of Universal Service Fees or similar charges), tariffs, vendor policies or otherwise shall not be reflected as additional charges to the State. The only compensation paid by the State to the vendor shall be those disclosed within this document. Invoice charges not included here shall be credited to the State as invoicing errors.

Vendors may invoice the State for lost equipment at prices stated in Exhibit B. There shall be no charge for services discontinued by the State.

Vendors shall provide complete turn-key services, inclusive of all items within this RFB. The price structure bid by the successful bidder shall remain firm for the entire term of the contract and any extension thereof. Prices shall include delivery and all other charges. Vendor may offer additional discounts (i.e. quantity discounts, special promotions, etc.) during the term of the contract.

Vendors shall complete the Monthly Service Price table based upon the following column definitions.

- ◆ **Item:** Device or service as defined by the State.
- ◆ **Estimated Quantity (A):** The estimated quantity of items required at the beginning of service contract and used to compare vendor prices.
- ◆ **Cost Per Month (B):** Monthly cost of item.
- ◆ **Total Cost Per Month (A x B):** Estimated Quantity (A) x Cost per Month (B)

Vendor may propose additional services as the Balance of Product Line. Such services shall be priced in the **EXHIBIT B Balance of Product Line** table. Vendor must complete ATTACHMENT 1 defining each service priced as a Balance of Product Line.

EXHIBIT B PRICE (Continued)

MONTHLY SERVICE PRICE

ITEM	ESTIMATED QUANTITY (A)	COST PER MONTH (B)	TOTAL COST PER MONTH (A x B)
Statewide Area Pagers and Service			
- Numeric Pagers	900		
- Alphanumeric Pagers	1200		
New England Area Pagers and Service			
- Numeric Pagers	10		
- Alphanumeric Pagers	20		
Nation Wide Pagers and Service			
- Numeric Pagers	10		
- Alphanumeric Pagers	20		
Paging Keyboards	10		
Total Monthly Cost			

Specify the price per page for pages in addition to the allotted 500 pages per month per pager as included in the above price:

\$_____ per Page

EXHIBIT B
PRICE
(Continued)

Lost Equipment

Specify the price of lost pagers and equipment not returned to the vendor:

[illegible]

Balance of Product Line

Vendor may propose other associated services as priced below. Include any and all related services to be offered to the State. Provide complete descriptions in attachments.

[illegible]

Define all products priced in the Balance of Product Line noted in Exhibit B. Attach additional pages as necessary.

[illegible]

Reference 1

[illegible]

Reference 2

[illegible]

Reference 3

[illegible]

[illegible]

ATTACHMENT 4 COVERAGE MAPS

- **New Hampshire Coverage**
 - **Nationwide Coverage**

ATTACHMENT 5 CERTIFICATE OF INSURANCE

COVERAGE IS REQUIRED IF CHECKED BELOW

MINIMUM LIMITS REQUIRED

(X) COMPREHENSIVE GENERAL LIABILITY**INCLUDING:**

- | | |
|-----------------------------------------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> \$500,000 |
| <input checked="" type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> \$1,000,000 |
| <input checked="" type="checkbox"/> Premises Operation | <input checked="" type="checkbox"/> \$2,000,000 |
| <input checked="" type="checkbox"/> Products and Completed Operations | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Owners and Vendors Protective | <input checked="" type="checkbox"/> Per Occurrence |
| <input type="checkbox"/> Explosion and Collapse | |
| <input type="checkbox"/> Underground Hazards | |
| <input checked="" type="checkbox"/> Independent Vendors | |
| <input type="checkbox"/> Personal and Advertising Injury | |

(X) AUTOMOBILE

- | | |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Any Auto | <input type="checkbox"/> \$250,000/\$500,000/\$100,000 |
| <input type="checkbox"/> Employee Liability Endorsement
\$500,000/\$1,000,000/\$100,000 | <input type="checkbox"/> |
| <input type="checkbox"/> Garage Liability | <input checked="" type="checkbox"/> \$1,000,000 |

**(X) WORKERS COMPENSATION AND
EMPLOYERS LEGAL LIABILITY**

- | | |
|-------------------------------------------------|-----------------------------------------------------------------------------------------|
| | <input checked="" type="checkbox"/> N.H. Statutory |
| | <input checked="" type="checkbox"/> \$100,000 Bodily Injury by
Accident per Employee |
| | <input type="checkbox"/> \$100,000 Bodily Injury by
Disease per Employee |
| | <input type="checkbox"/> \$500,000 Bodily Injury by
Disease Policy Limit |
| <input type="checkbox"/> Professional Liability | <input type="checkbox"/> \$1,000,000 |
| | <input type="checkbox"/> \$2,000,000 |

REQUIRED**MINIMUM LIMITS**

- | | |
|------------------------------------------------------------------------------------------------------|-------|
| <input type="checkbox"/> Builders Risk; With Completed Value
Replacement Cost Endorsement | |
| <input type="checkbox"/> Installation Floater (Equipment) | _____ |
| <input type="checkbox"/> Riggers Liability (Moving Equipment) | _____ |
| <input checked="" type="checkbox"/> Other: The State of New Hampshire named as an additional insured | |